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name of Scholes, whereupon the name was changed to the "Remington-Scholes." Later the abbreviated form "Rem-Sho" was adopted. *Held*, that since ultimate purchasers of typewriters might be led to think that the addition of the name "Scholes" was a new style of the old machine coming from the same source, such use of the name "Remington" was an attempt to deceive the public, and unwarranted. No special right to use a family name which has become a trade-name accrues by virtue of the relation which the descendants bear to the original manufacturer of the same name, such descendants being entitled to no other than their natural rights to use their own names in the transaction of their own business. The subsequent shortening of this name to "Rem-Sho" was not such a change of the term as would guard purchasers against the belief that these were not Remington machines.

That the name "Remington-Scholes" was actually deceptive appears in the evidence of this case. In the case of *Howe v. The Howe Machine Company*, 50 Barb. 236, it was *held*, that where a certain A. B. Howe manufactured a machine for several years under the name of "Howe," his brother, Elias Howe, Jr., who was the inventor and who had given his brother license to use the patent, had no right to use his own surname in such a way as to deceive the public and deprive his brother of the notoriety and market which his machines had gained. So he was restrained, although he used the name in good faith. See also *Crofut v. Day*, 7 Bear, 184, where bad faith was evident.

TELEGRAMS—NEGLIGENCE IN TRANSMISSION—CONDITIONS—WESTERN UNION TEL. CO. V. WAXELBAUM, 39 S. E. 443 (GA.).—A telegram written upon the printed form of the Postal Tel. Co. was given to the Western Union for transmission. *Held*, in an action against the Western Union for negligence in transmission, that the sender was bound by all reasonable conditions printed on the form used.

Where the message is not written on the blanks provided by the company, and yet is received for transmission by the company's agent, the sender is in general not bound by the stipulations printed on the usual message blanks. *Pearsell v. Western Union Co.*, 124 N. Y. 256. This rule applies, although a regulation of the company forbids its employes to transmit messages unless they are written on the printed blanks. *Beasly v. Western Union Co.*, 39 Fed. Rep. 181. But in this case the court declines to hold that the telegram in question was as to the Western Union Co. one not upon condition. For although it was in form a contract with an entirely different company, yet the delivery and acceptance of the message was in effect an adoption by the parties of the blank contract made in the name of the other company, and the parties were bound by its reasonable terms.

TRUSTEE—INTEREST ON FUNDS.—MATHEWSON ET AL, V. DAVIS ET AL., 61 N. E. 68, (ILL.).—The defendant received from a third party money to be paid the plaintiff for certain lands on the perfecting of the title thereof. This money he deposited in his own name with money of his own, and for several years, the title to the land not having been perfected, drew checks against the deposit. Several times there was less money on his account than the amount of the trust fund. *Held*, that he was not liable for interest upon it. Magruder, J., dissenting.

Where a trustee deposits trust funds in his own name and mingles them with his own funds, he is liable for interest. *Bispham on Eq.* §*142*; *Perry on Trusts*, §*468*; *Utica Ins. Co. v. Lynch et al.*, *11*, *Page 520*. A distinction is sought to be drawn on the ground that at any time the defendant might have been called upon to pay over the money. He had the credit and use of the money for several years, with the profit necessarily resulting therefrom. This decision seems too great a softening of the strict rule that a trustee may not take profit from his position.